

8. The Borough of Lodi is under contract with another company and does not want to be placed in the position of breaching our established agreement.

9. This is a listing of the public payphones in the Borough of Lodi:

973-473-9486 973-779-9862

973-473-9268 973-779-9541

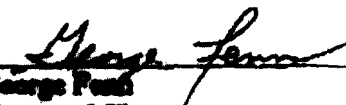
973-473-9897 973-365-9701

973-772-9803

10. This most recent change of carrier to MCI by Bell Atlantic was not authorized by the Borough of Lodi, nor is it acceptable. Complete the order requested on February 5, 1998 that all payphones for the Borough of Lodi be placed on Opticore (CIC \$80). Any future changes may not be made without advance authorization and approval from the Borough of Lodi.

Further, I sayeth not.

Under the penalties of perjury, I state and affirm that the foregoing facts are true to the best of my knowledge, information and belief.


George Fanti
Finance Officer
Borough of Lodi

ATTACHMENT 7

CERTIFICATION OF WILLIAM MATTHEW WALDRON

I, William Matthew Waldron, do hereby state and affirm as follows:

I - INTRODUCTION

1. I have prepared this certification in support of a Complaint being filed against Bell Atlantic and its subsidiaries and divisions which alleges violations of the antitrust laws, the Communications Act and the laws governing commercial relationships and torts.

2. I am submitting this certification as the Treasurer of Boston Telecommunications Company ("BTC"), a member of the non-profit trade association, the Independent Payphone Service Providers for Consumer Choice or the "IPSPCC".

II - BOSTON TELECOMMUNICATIONS COMPANY

3. I am the Treasurer of BTC, a company which markets competitive payphone services to end users, that is, the owners or managers of businesses or institutions who desire to have payphone services on their premises, referred to in the industry at times as location providers.

4. For purposes of this certification, these location providers will be referred to as "end users."

5. BTC markets to end users through its own direct sales force and through independent agents.

6. End users respond to BTC's marketing because of the service being offered and the commission structure offered by BTC.

7. The commission structure offered is based on the usage, the volume of calls originated by transient members of the public while visiting the business or institutional premises

of the end user.

8. BTC has been engaged in this market niche of the telecommunications industry since January, 1995.

9. BTC's end user customers range in size from small "Mom and Pop" stores and offices to larger commercial establishments with multiple locations or with premises sufficiently large to require multiple payphones to meet public usage requirements while on the end user's premises.

10. BTC does not provide the payphone instrument installed on its end user customer premises.

11. As is generally true throughout the competitive payphone segment of the industry, the payphone instruments installed on end user premises were installed and are maintained by the local exchange telephone companies ("LECs") providing local exchange services, including access services, to the end user premises.

12. On information and belief, the LECs installed and maintained these payphones as part of its monopoly local exchange services and the costs for installation and maintenance are/or were recovered by the LECs through tariffed charges set forth in their respective state general services tariffs.

13. In providing its services to end users, BTC competes with other independent payphone companies (non-LECs) and their agents.

14. The basis of competition is the package of transport services offered to the end user and the commissions or revenue sharing made possible by the public's usage of the payphones and the services arranged to be provided to those phones by BTC and its competitors.

15. Prior to February, 1996, the Regional Bell Operating Companies ("RBOCs") could not provide interLATA/interexchange services to these payphones and did not compete with BTC and companies like BTC.

16. After February, 1996, the RBOCs were authorized by Congress, subject to the regulations of the Federal Communications Commission ("FCC"), to offer interLATA/interexchange type payphone services in competition with BTC and companies like it.

17. BTC provides its competitive payphone services pursuant to both oral and written contracts with its end users.

18. Smaller end user customers of BTC are often served based on a simple oral agreement which is then memorialized through a consistent and continuous pattern of dealing.

19. Larger customers execute a written contract with BTC.

20. In September, 1997, BTC began to experience competitive activities from Bell Atlantic.

21. The competitive activities of Bell Atlantic were and are based on a common approach to the marketplace.

22. The immediate result of this shift in monopoly arm employees to the new "competitive" payphone arm was to disrupt and interfere with ability to submit and have processed BTC's end user customer orders.

23. Prior to the entry of Bell Atlantic into the competitive payphone market, Bell Atlantic had established a similar procedure for processing orders from companies like BTC and their end user customers.

24. Bell Atlantic established an ordering process which involved a three-way telephone call involving BTC its end user customer and the Bell Atlantic order department employee.

25. After Bell Atlantic entered the market, the use of the three-way call to place its customers' orders changed.

26. Bell Atlantic's order processing personnel became uncooperative and in many cases belligerent toward BTC representatives and to end user customers.

27. Bell Atlantic personnel refused to accept the end user customer's order to take service from BTC and the long distance provider BTC represented and insisted that the end user must take the long distance provider offered by Bell Atlantic.

28. Often, Bell Atlantic personnel would hang up on the end user and BTC representative and then call the end user customer at a later time without the BTC representative present during the subsequent call.

29. In the subsequent calls, or at other times, end user customers were further informed that once Bell Atlantic switched the end user customer to its long distance provider serving the payphones located on the end user customer's premises, the end user could never switch to another long distance carrier.

30. These changes in the three-way call order processing procedures have been and are being practiced by Bell Atlantic.

31. The long distance service providers for Bell Atlantic is MCI.

32. In September, 1997, Bell Atlantic sent a letter and a Service Agreement to all locations at which Bell Atlantic as a monopoly LEC had installed payphones.

33. The effect of this letter and Service Agreement was to create the false impression that Bell Atlantic's actions were authorized by federal law and to impose on the end user customers the obligation to use Bell Atlantic payphone services and long distance provider, MCI, without providing the end user customer with any choice in the matter.

34. Currently, Bell Atlantic is engaged in the systematic switching of end users to Bell Atlantic and MCI service providers without any authorization from the end users themselves.

35. End user customers of BTC have been switched by Bell Atlantic without authorization and contrary to their needs and desires.

36. In one instance, BTC attempted to switch an end user, Above the Notch Motor Inn, to BTC's long distance provider. Bell Atlantic indicated that Bell Atlantic would remove Above the Notch Motor Inn's payphones if it did not agree to accept MCI, Bell Atlantic's long distance provider. Subsequently, Bell Atlantic removed the payphones from Above the Notch Motor Inn.

37. In November 1997, Bell Atlantic switched the Town of Brookline's service to MCI without authorization. The Town of Brookline had been a customer of BTC for two years, prior to the unauthorized switch.

38. The Town of Ogunquit, Maine attempted unsuccessfully to switch its payphone service to BTC over a two week period. Subsequently, when BTC inquired with Bell Atlantic concerning the status of the Town of Ogunquit's PIC change request, Bell Atlantic informed BTC that Bell Atlantic had not been contacted by the Town of Ogunquit.

39. At the prospect of losing its commission from BTC, Sturbridge Village Truck

Stop, a BTC customer whose service was switched by Bell Atlantic without authorization, asked Bell Atlantic to remove its payphones.

40. Attached hereto, as Appendix II, are end user contracts evidencing BTC customers whose service was switched by Bell Atlantic without authorization.

41. Attached hereto, as Appendix III, are documents listing or otherwise indicating 679 presently known payphone locations/end user customers of BTC which have been switched away from BTC's service without authorization and in violation of the contractual relationships that exist between BTC and its end user customers.

42. BTC contacted Bell Atlantic on numerous occasions to determine the reason for the unauthorized switches of end user service by Bell Atlantic.

43. BTC has no means to prevent this unauthorized switching of end user customers, nor any effective means to monitor its occurrence.

44. Once an end user customer is switched to Bell Atlantic, there is no means by which BTC can arrange without Bell Atlantic's consent to switch these customers back to BTC's service.

45. BTC contacted Bell Atlantic on numerous occasions to determine the reasons for the unauthorized changes in BTC's end users' service.

46. Bell Atlantic has ignored BTC's efforts to stop Bell Atlantic from its unauthorized switching of BTC's end user customers.

47. If Bell Atlantic continues to switch BTC's customers without authorization and in violation of BTC's contracts with its end user customers, BTC will be forced out of business.

48. BTC is unable to compete against Bell Atlantic because Bell Atlantic with its

newly created "competitive payphone division" and the practices outlined herein results in the denial of access to Bell Atlantic's local exchange facilities by which to originate calls from payphones in Bell Atlantic's market territory, prevents the processing and turn up of orders submitted by BTC; frustrates the free exercise of an end user's choice of competitors regardless of the merits of BTC's offer of service; causes the loss of existing end user customers without notice or recourse despite outstanding contractual commitments; causes the loss of new customers by the unauthorized switching engaged in by Bell Atlantic, and misleads end users into thinking that their right to choose a service provider has been usurped by federal law.

Further, affiant sayeth not.

Under the penalties of perjury, I state and affirm that the foregoing is true to the best of my knowledge, information and belief.


William Matthew Waldron

February 16, 1998

ATTACHMENT 8

FROM : David E. Cassens & Associates PHONE NO. : 4108479039

~~FEB-13-98~~ FRI 03:37 PM Hawkins

4102031576

Feb. 16 1998 09:53AM P2
P. 02

I, Howard Moener, of the Maryland State Fairgrounds, do hereby state and affirm as follows:

- 1. I have prepared this certification (affidavit) in support of the Brief being submitted in support of the complaint filed January 16, 1998 with the United States District Court for the District of Columbia, Civ. No. 98-0127 (TFH) against Bell Atlantic by the Independent payphone Service Providers for Consumer Choice and others.**
- 2. I am Vice President and General Manager for the Maryland State Fairgrounds in Timonium, Maryland.**
- 3. In my official capacity, I am responsible for selecting the providers of payphone services for the Maryland State Fairgrounds.**
- 4. Until January 10, 1998, our payphone services, including the long distance portion of those services was provided by and/or through Baronet Communications Corporation.**
- 5. On January 14, 1998, I learned that our payphone services were being provided by Bell Atlantic, that the long distance portion of the services had been switched to MCI.**
- 6. I received no advance notice of this switch in services, no information about the nature or extent of the service, no information on the terms or conditions affecting my prior service.**

FROM : David E. Cassens & Associates

PHONE NO. : 4108479039

~~FEB-13-98~~ FRI 03:38 PM Hawkins

4102031076

Feb. 16 1998 09:54AM P3
P. 003

7. On January 15, 1998, my Executive Secretary, Barbara McDaniel, informed Ms. Jeffries of Bell Atlantic, that I had not authorized any change in services and wanted my services returned to my previous service provider.
8. This notice was given over the telephone to Ms. Jeffries and followed by a letter dated January 15, 1998, a copy of which is attached hereto as Exhibit A.
9. I was contacted by Bell Atlantic and was told my PIC was now MCI and no changes could be made to the long distance provider.
10. As a location provider we have 28 payphones on our premises.
11. We have a contract with our previous service provider, Euronet Communications, which provides for certain benefits, such as commission payments, which we no longer receive.
12. It is my understanding that as a location provider, I am guaranteed by law with the right to select the PIC to serve my location.
13. I and the Maryland State Fairgrounds want the service provider through Euronet Communications which we had before our service was switched by Bell Atlantic.

FROM : David E. Cassens & Associates PHONE NO. : 4108479039

~~FEB-13-98~~ ERI 03138 PM Hawkins

4102031576

Feb. 16 1998 09:54AM P4

14. We also want to be protected in the future against having our rights to choose a service provider ignored and/or destroyed by Bell Atlantic.

Further, I say not.

Under the penalties of perjury, I state and affirm that the foregoing facts are true to the best of my knowledge, information and belief.

X Howard M. Mosner /mjc

Howard M. Mosner, Vice President and General Manager

Maryland State Fairgrounds

P.O. Box 188

Timonium, MD 21094

410-252-0200 x223

ATTACHMENT 9

CERTIFICATION OF JAMES A. FIRKSER

I, James A. Firkser, do hereby state and affirm as follows:

1. I am the President of Keystone Corporation ("Keystone"), a member of the plaintiff organization IPSPCC. I make this Supplemental Certification in support of plaintiffs' reply brief filed with this Court on February 25, 1998.

2. In my initial certification filed in this action, I detailed the unlawful conduct of Bell Atlantic switching a Keystone customer's long distance carrier without authorization and in violation of the customer's contract with Keystone. In these cases, Bell Atlantic switched the long distance carrier to its preferred provider, MCI, and argued that it had authority to do so because it sent a notice to the location provider/Keystone customer that Bell Atlantic had the right to switch the carrier if the location provider/Keystone customer indicated its consent by simply using the phone.

3. Not only did Bell Atlantic interfere with Keystone customers under contract by switching the long distance carrier to MCI, Bell Atlantic also interfered with Keystone's customers who were already under contract with Keystone to receive MCI long distance services. Because no change of carrier was necessary for Bell Atlantic to take Keystone's customers already under contract to receive MCI long distance services, I don't believe that Bell Atlantic even attempted to notify the customers already on MCI that Bell Atlantic would replace itself for Keystone as the customer's agent for providing MCI service.

4. Although the Keystone customer subscribed to MCI would not see any change in its service, the consequence of Bell Atlantic replacing itself for Keystone would be that the customer's entitlement to commissions under its contract with Keystone would be eliminated. Bell Atlantic has not offered to pay the customers who had their carrier switched to MCI any commissions and there is no reason to believe that Bell Atlantic intended to pay commissions to the customers who were already serviced by MCI. The effect to Keystone of Bell Atlantic replacing Keystone as the MCI agent is that Keystone's commissions would be paid by MCI to Bell Atlantic.

5. I discovered that Keystone's MCI customers in the Bell Atlantic region suddenly had no traffic, no commissionable calls based on the commission report that Keystone receives from MCI. The report for the October and November 1997 period showed zero revenue for all public payphones in the Bell Atlantic region. I confirmed with our customers that their long distance service was unchanged and still working through MCI. When I contacted our MCI agent, I learned that MCI had transferred Keystone's public payphone accounts in the Bell Atlantic region to Bell Atlantic. I also learned that the switching of accounts had occurred to other agents' accounts as well not just Keystone accounts.

6. The MCI agent assured me that the problem was being addressed and that all accounts switched to Bell Atlantic would be reversed. These affected accounts are under long term written contracts with the customer. Earlier this month Keystone received confirmation from MCI that the accounts which had been switched to Bell Atlantic were switched back to Keystone. MCI forwarded the commissions due Keystone for the calls made during October and November.

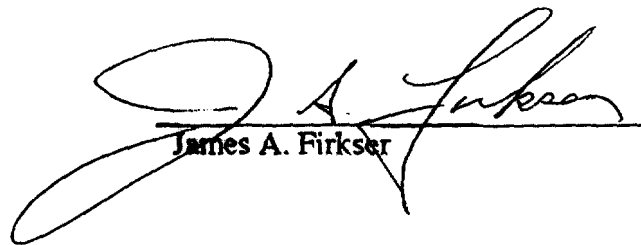
7. Since this lawsuit was filed, Keystone and its affiliate Select Tel Communications, Inc. ("STC") have continued to learn of location providers which have had their long distance carrier switched by Bell Atlantic without their permission. Attached hereto as Exhibit A are several customer letters sent to Bell Atlantic demanding that their choice of carrier be switched back. I do not know of a single case where Bell Atlantic honored the customer's request to return the service to the customer's carrier of choice.

8. At this time, Keystone and its affiliate STC have confirmed the loss of approximately sixty percent of their Bell Atlantic business since the Bell Atlantic solicitation began in October 1997. Once a long distance provider's relationship with Keystone has been disrupted, it is very difficult to restore the relationship. Having been forced to terminate its entire telemarketing division and to lay off customer service personnel last fall, it is extremely difficult to win back customers that have been lost. Keystone simply does not have the resources and the location providers have typically become frustrated with the entire confusing process thrust upon

them by Bell Atlantic. Rather than battle Bell Atlantic's efforts to override their choice and their contract with Keystone or STC, once Bell Atlantic succeeds in switching the carrier to its preferred provider MCI, the location providers typically give up their choice. Bell Atlantic simply retains the customer by default. Without interim relief, Keystone and STC will suffer an irreparable loss of customers.

Further, affiant sayeth not.

Under penalties of perjury, I state and affirm that the foregoing is true to the best of my knowledge, information and belief.



James A. Firkser

February 25, 1998

ATTACHMENT 10

HELEIN & ASSOCIATES, P. C.

ATTORNEYS AT LAW

8180 GREENSBORO DRIVE

SUITE 700

MCLEAN, VA 22102

(703) 714-1300 (TELEPHONE)

(703) 714-1330 (FACSIMILE)

WRITER'S DIRECT DIAL NUMBER:

mail@helein.com (EMAIL)

WRITER'S DIRECT EMAIL ADDRESS:

(703) 714-1301

mail@helein.com

December 23, 1997

Via Facsimile and First Class Mail

(202) 887-3353

Michael H. Salsbury
General Counsel
MCI Communications Corporation
1801 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Re: Payphone PIC Selection in Bell Atlantic Region

Dear Mr. Salsbury:

This firm represents the Independent Payphone Service Providers for Consumer Choice ("IPSPCC"). IPSPCC is a not-for-profit trade organization created specifically to preserve competition in the provisioning of payphone services and to protect location providers/premises owners' (end users) freedom to choose an independent payphone service provider and the primary interexchange carrier ("PIC") to service the payphones located at end users' premises.

Under the guise of Section 276 of the Telecommunications Act of 1996, Bell Atlantic has embarked on a campaign to coerce end users into using Bell Atlantic's unilaterally-chosen PIC to serve all former monopoly-owned Bell Atlantic payphones deployed in Bell Atlantic's and NYNEX's operating territories. End users of several of the members of the IPSPCC have already experienced Bell Atlantic's efforts to foreclose competition and deny consumer choice of a PIC to service their payphones. Bell Atlantic is using at least the following tactics to achieve its goals: (1) slamming end users (changing PICs on payphones without the consent and, in many cases, without the knowledge of the end user); (2) refusing to process orders for service initiated by IPSPCC members; (3) delaying the processing of orders ostensibly accepted from IPSPCC members; (4) ignoring existing contracts between end users and IPSPCC members for payphone services; (5) misrepresenting its conduct as conduct that is necessitated by the Telecommunications Act of 1996; (6) failing to inform end users of their rights to select a PIC of their own choosing; and (7) creating an aura of intimidation if an end user refuses to accept Bell Atlantic's payphone services and PIC.

It is IPSPCC's understanding that the PIC Bell Atlantic has contracted with to exclusively provide long distance services to Bell Atlantic payphones is MCI. Standing alone, the IPSPCC and its members have no objection to Bell Atlantic's contracting with MCI to provide long distance services to payphones in Bell Atlantic's states. There is a major problem, however, with the manner in which Bell Atlantic is seeking to implement its relationship with MCI.

Michael H. Salsbury

December 23, 1997

Page 2

Ironically, in other RBOC operating territories, MCI has been on the receiving end of the type of tactics described herein. For example, MCI currently has a complaint pending against Ameritech before three state regulatory commissions -- Illinois, Michigan and Wisconsin. MCI's complaint is based on similar anticompetitive and misleading marketing practices like those complained of herein against Bell Atlantic. Importantly, MCI's complaints find support in both regulatory and court decisions holding that similar types of practices are anticompetitive and misleading.

On October 20, 1997, MCI Communications Corporation filed complaints against Ameritech, before the Illinois Commerce Commission ("ICC") (Docket 97-0540); before the Michigan Public Service Commission ("MPSC") (Case No. U-11550); and before the Public Service Commission of Wisconsin ("PSCW") (no docket or case number having, at the time, been assigned). The gravamen of MCI's complaint pertinent to this letter may be quoted most readily from MCI's complaint filed in Illinois which alleges violations of Illinois statutes (sections 13-514 and 13-515 of the Illinois Public Utility Act ("PUA")) and a commission ruling, the ICC's April 3, 1997 Order in Docket Nos. 96-0075/0084). According to MCI's complaint:

Ameritech Illinois has been engaging in anti-competitive activities during three-way conference calls involving MCI, Ameritech Illinois and customers, which calls are to be conducted for the sole purpose of allowing customers to authorize Ameritech Illinois to change their primary interexchange carrier ("PIC") for interMSA or intraMSA services to MCI. Ameritech Illinois' unlawful behavior includes, but is not limited to, attempting to dissuade customers from changing their PIC to MCI, attempting to market Ameritech Illinois products and services, and using confidential customer information to do both.

MCI supports its complaint by citation to an earlier order of the ICC in which MCI, joined by AT&T, LCI International and, later, Sprint, complained of Ameritech's policy adopting a PIC protection program at the implementation of intraMSA presubscription in Illinois in 1995. As part of Ameritech's PIC protection program, Ameritech Illinois used a bill insert to enroll customers in the PIC protection program and, once enrolled, no change in an end user's carrier for interMSA, intraMSA service or basic local exchange service could be made unless written or oral authorization was received directly from the end user by Ameritech. MCI and the other IXC complainants argued that under this program, Ameritech

. . . would be assured the last contact with the customer, which would provide Ameritech Illinois with an unfair opportunity at retention marketing or an opportunity to dissuade customers from changing their intraMSA toll provider to a carrier other than Ameritech Illinois . . . [and] that the result would be to give the monopolist incumbent, Ameritech Illinois, an anticompetitive advantage over its competitors just when the intraMSA market was to be opened to competition in Illinois . . .

MCI then points out that the ICC found Ameritech's bill insert actions misleading, discriminatory and anticompetitive "in that it established an unfair and unreasonable barriers (sic) to IXCs' ability to compete in the intraMSA market in Illinois in violation of Sections 9-241 and 13-505.2 of the PUA, 22 ILCS 5/9-241 and 5/13-505.2, Order, p.10."

Michael H. Salsbury

December 23, 1997

Page 3

With respect to the three-way calling procedure, the ICC found it to be anticompetitive retention marketing: "During telephone calls for the purpose of changing the customer's intraLATA PIC to another carrier, Respondent [Ameritech Illinois] should not attempt to retain the customer's account during the process." MCI further points out that the Illinois courts have sustained the ICC's decision. Agreeing with the ICC, the Illinois Appellate Court, First Judicial District held that "the timing of Ameritech's bill insert and offer of PIC protection hindered the opening of the intraMSA market to competition and presented an additional hurdle to customer choice." *Illinois Bell Telephone Company v. Illinois Commerce Commission, et al.*, Nos. 1-96-2146, 1-96-2166, Consolidated, September 5, 1997, slip opinion at 17.

What is evident here is that RBOCs cannot lawfully manage a customer's carrier selection process. What should also be evident is that any restriction of a payphone location user's choice of interexchange carrier to an RBOC-selected preferred carrier (in this case, Bell Atlantic's partnering with MCI) is equally unlawful.

Of equally serious concern, the IPSPCC believes that MCI should recognize that Bell Atlantic's payphone practices raise serious concerns that they involve patent violations of Section 1 of the Sherman Act which outlaws contracts in restraint of trade. As MCI has judiciously opposed other RBOCs' applications to enter the long distance market under Section 271 of the Telecommunications Act of 1996, it would seem incumbent on MCI not to place itself into a conflicting situation and remain part of Bell Atlantic's anticompetitive behavior and end user slamming tactics on payphone services.

Bell Atlantic attempts to shield its conduct by relying on Section 276 of the 1996 Act. Its efforts are disingenuous propaganda. The IPSPCC is not denying that BOCs may now compete for location providers and, as part of that competition, may offer long distance service from an interexchange carrier of their choosing. But a take-it-or-else approach to end users, coupled with active switching of PICs without regard to end user wishes, knowledge or consent, constitutes neither an "offer" nor fair competition.

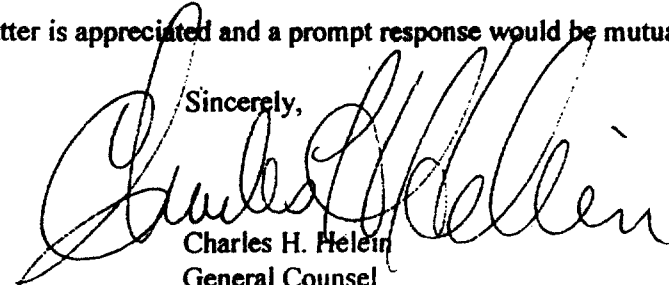
The IPSPCC has attempted, on behalf of its members, to alert Bell Atlantic to its concerns and to gain Bell Atlantic's willingness to cease its usurpation of both consumers' and competitors' rights, but to no avail. Because MCI was the vehicle by which competition was introduced into telecommunications and is a leader in advancing and defending the ideals of competition and a competitive environment, it is odd to find it a part of the antithesis of the principles on which it has built its own industry status and success.

It is logical that top MCI management may not be aware of the Bell Atlantic arrangements, or if aware, of how they are being implemented in practice. Given MCI's current merger plans and in light of its history as a champion of competition, the IPSPCC requests that MCI desist from participating with Bell Atlantic in its efforts to dominate and control the payphone market, of coercing end users into accepting its PIC selection or slamming end users over to MCI.

Michael H. Salsbury
December 23, 1997
Page 4

Your attention to this matter is appreciated and a prompt response would be mutually beneficial.

Sincerely,



Charles H. Helein
General Counsel
IPSPCC

smh\530\mci-gc.ltr

ATTACHMENT 11



**MCI Communications
Corporation**

1801 Pennsylvania Avenue, NW
Washington, DC 20006
202 887 2452
Fax 202 887 2454

Steven A. Inkellis
Vice President
Law and Public Policy

RECEIVED JAN 16 1998

January 15, 1998

Charles H. Helein
General Counsel
Helein & Associates, P.C.
818 Greensboro Drive
McLean, VA 22102

Dear Mr. Helein:

I am responding to your letter to Mike Salsbury of December 23, 1997, written on behalf of the Independent Payphone Service Providers for Consumer Choice. Your letter alleges that Bell Atlantic is engaged in inappropriate practices in connection with the selection of the operator service provider for its payphones and requests that MCI "desist from participating with Bell Atlantic in its efforts to dominate and control the payphone market, of coercing end users into accepting its PIC selection or slamming end users over to MCI."

As you point out, MCI does not condone improper marketing practices in any case, including presubscription of payphone operator services providers for interLATA services. Accordingly, I am forwarding your letter to Bell Atlantic and, by this letter, request Bell Atlantic to respond to your concerns.

Sincerely yours,

Steve Inkellis /-13

Steven A. Inkellis

cc: Edward D. Young III, Bell Atlantic

ATTACHMENT 12